be given a law unless the intention of the legislature to give it such effect is clearly manifest. *City of Colorado Springs* v. *Neville,* — Colo. —, 93 Pac. 1096. While the principal case is correctly decided under the Virginia law the rule is so unusual as to make the case an interesting one, as creating a condition impossible at common law.

SALES—CONDITIONAL SALE—DESTRUCTION OF PROPERTY. — Defendant purchased of plaintiff a cash register for $580, $50 to be paid on delivery and the remainder in ten monthly installments. Upon default in payment of any installment the full amount should at once become due, and the sum paid should be retained by the plaintiff as rental. Title to the property was to remain in the plaintiff until payment in full. After delivery and payment of the $50, but before the first installment was due, the register was destroyed by fire, without the fault of either party. *Held,* defendant was liable for the purchase price. *National Cash Register Co.* v. *South Bay Club House Assn.* (1909), 118 N. Y. Supp. 1044.

The court states as a general rule that the party retaining title must suffer the loss, but construes the contract as varying this rule. This construction turns upon the question of consideration: If it is the sale and transfer on receipt of full price, the defense of failure of consideration is good, as performance is impossible; if it is merely the transfer of title, then the plaintiff has fully performed and the consideration has not failed. The former construction is adopted where the buyer is regarded as a bailee, *Herring* v. *Hoppock,* 15 N. Y. 409, or where some further act of the vendor is necessary to complete the transaction, *Swallow* v. *Emery,* 111 Mass. 355; *Arthur & Co.* v. *Blackman,* 63 Fed. 536. That the consideration has not failed is the view adopted by the court, and is the one in conformity with the provisions of the Sales Act, §22(a), and with the weight of authority. *Chicago Ry. etc. Co.* v. *Merchants' Bank,* 136 U. S. 268, 283, 34 L. ed. 349; *White* v. *Solomon,* 164 Mass. 516, 42 N. E. 104, 30 L. R. A. 537; *American Soda Fountain Co.* v. *Vaughn,* 69 N. J. L. 582, 55 Atl. 54; *Tufts* v. *Griffin,* 107 N. C. 47, 12 S. E. 68, 10 L. R. A. 526, 22 Am. St. Rep. 863. The decisions on this point are in conflict (WILLISTON, SALES, §§303, 304) but the better opinion is with the court. Similar cases holding contra, are: *Blue* v. *American Soda Fountain Co.,* 146 Ala. 682, 40 South. 218, 150 Ala. 165, 43 South, 709; *Mountain City Mill Co.* v. *Butler,* 109 Ga. 469, 34 S. E. 565; *Cobb* v. *Tufts* (Tex. Civ. App.), 2 Willson 141, *154.

SALES—CONSTRUCTION OF CONTRACT—ANTICIPATORY BREACH.—On April 17, 1905, the defendant wrote plaintiff that he would like to sell 200 or 300 B/c good cotton, stating the cotton graded Atlanta 3's. On April 25, 1905, defendant wrote plaintiff a postal card offering 200 B/c good cotton, all in fine condition; and on the following day sent a telegram requesting a bid on 200 bales of good cotton. The plaintiff made a bid, which was accepted, but when delivery was demanded, defendant asked to be relieved of the contract. This the plaintiff refused to do. *Held,* defendant was liable on a contract graded